

This instrument was prepared by and, once recorded,
~~should be returned to:~~

First Tennessee Bank National Association
1555 Lynnfield Rd., Bldg. C, 1st Floor
Memphis, TN 38119
Telephone: (877) 226-9926

AFTER RECORDING, RETURN TO:
AMERICAN TITLE, INC.

P.O. BOX 641010
OMAHA, NE 68164-1010

ATI# 20111040778

Indexing Instructions: Lot 134, Cedar Crest Estates, Fourth Addition, Located in Section 10, Township 2 South, Range 6 West, Desoto County, Mississippi

MODIFICATION OF HOME EQUITY LINE OF CREDIT AGREEMENT AND DEED OF TRUST

This Modification (this "Agreement") is entered into as of December 9, 2011 (the "Effective Date"), by and between FIRST TENNESSEE BANK NATIONAL ASSOCIATION ("Bank"), SHARON SUDDUTH and JAMES M. SUDDUTH ("Borrower"), and JAMES MICHAEL SUDDUTH and SHARON DEE SUDDUTH ("Grantor").

WHEREAS, Borrower has previously entered into a Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-in-Lending Act with Bank, dated June 2, 2005, as modified by a Modification to Home Equity Line of Credit Agreement and Home Equity Line of Credit Deed of Trust, dated January 27, 2007 (the "Modification") (collectively, the "Line of Credit Agreement"), which is secured by Grantor's Mississippi Deed of Trust (Home Equity Line of Credit) of the same date recorded at Book 2245, Page 61, of the Desoto County, Mississippi, Chancery Court Clerk's Records, as modified by the Modification recorded at Book 2661, Page 646, thereof (collectively, the "Security Instrument"), covering real property located at 9288 Austin Drive, Olive Branch, Mississippi 38654, described in Exhibit A attached to this Agreement and made a part of it, and all improvements located thereon (the "Property") (collectively, the "Loan Documents"); and

WHEREAS, Borrower and Grantor desire to make certain changes to the Loan Documents as hereinafter set forth;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

A. MODIFICATION OF LINE OF CREDIT AGREEMENT. Borrower and Bank agree that the Line of Credit Agreement shall be modified as of the Effective Date, as follows:

1. **Reduction of Credit Limit to Principal Balance; FLEXLOANS Terminated.** Borrower and Bank agree that the outstanding principal balance under the Line of Credit Agreement, including the outstanding principal balance of any FLEXLOAN, as of the Effective Date is \$47,927.79, and that the Credit Limit will be reduced from \$52,000.00 to that amount (rounded up to the next whole dollar). The terms of any FLEXLOAN will no longer apply, and the entire outstanding principal balance is subject to the remaining terms of this Agreement.

2. **Extension of Repayment Period and Maturity Date.** The Repayment Period specified in the paragraph of the Line of Credit Agreement entitled "Specific Information" will increase from Fifteen (15) Years to Twenty (20) Years. As a result, the maturity date of the Line of Credit Agreement is extended from June 2, 2025, to June 2, 2030.

3. **Temporary Interest Rate and Payment Changes.** Borrower and Bank agree on the following temporary interest rate and payment changes:

a. **Fixed Interest Rate.** Beginning with the current billing cycle (the one that includes the Effective Date), and continuing for a total of 60 billing cycles, the **ANNUAL PERCENTAGE RATE** and monthly periodic rate will no longer be a variable rate, and the provisions of the paragraph of the Line of Credit Agreement entitled "Rates" will not apply. The interest rate, **ANNUAL PERCENTAGE RATE**, and monthly periodic rate will be fixed rates. The interest rate will be 1.00%, the **ANNUAL PERCENTAGE RATE** will be 1.03%, and the monthly periodic rate will be 0.0858%. After 60 billing cycles, the **ANNUAL PERCENTAGE RATE** and monthly periodic rate will return to a variable rate, and the paragraph of the Line of Credit Agreement entitled "Rates" will again apply.

b. **Fixed Payments.** Beginning with the first Bill after the Effective Date, the "Minimum Payment Due" described in the paragraph of the Line of Credit Agreement entitled "Payments" will not apply, and Borrower agrees to make monthly fixed payments in the amount of \$230.89 (the "Fixed Payment") for 60 months (the "Fixed Payment Period"). The Fixed Payment is calculated on a 228 month principal amortization schedule, but if Borrower incurs fees in any month, the amount of principal paid that month will be reduced. After the Fixed Payment Period, the "Minimum Payment Due" described in the paragraph of the Line of Credit Agreement entitled "Payments" will again apply.

B. MODIFICATION OF SECURITY INSTRUMENT. Effective as of the Effective Date, Grantor and Bank agree that the Security Instrument is modified to indicate that the term of the Line of Credit Agreement has been extended to June 2, 2030, and to reflect the other changes set forth in paragraph A.

C. OTHER TERMS

1. Except as provided in paragraph B, this Agreement shall not affect Bank's security interest in, or lien priority on, the Property.

2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

3. Bank does not waive its right to: (i) prohibit or restrict any future amendments or modifications Borrower may request, or (ii) enforce any of Bank's rights or remedies under any of the Loan Documents.

4. Except as amended by this Agreement, all terms and conditions of the Line of Credit Agreement shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Line of Credit Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date.

BORROWER:

Sharon Sudduth
Sharon Sudduth

Date: 12-9-11

James M. Sudduth
James M. Sudduth

Date: 12/9/11

GRANTOR:

James Michael Sudduth
James Michael Sudduth

Date: 12/9/11

Sharon Dee Sudduth
Sharon Dee Sudduth

Date: 12-9-11

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Lisa Manley

Name: Lisa Manley

Title: Operations Mgr. Loss Mitigation

Date: 12-12-11

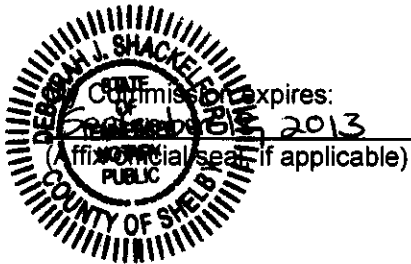
ACKNOWLEDGEMENTS

State of Mississippi

County of DeSoto

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9th day of December, 2011 within my jurisdiction, the within named Sharon P. Sudduth and James M. Sudduth, who acknowledge that (he) (she) (they) executed the above and foregoing instrument.

Deborah J. Shackelford
Notary Public
Print name: Deborah J. Shackelford



STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public of the state and county mentioned, personally appeared Lisa Manley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Operations Mgr Loss Mitigation of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association, and that, in her capacity as a Operations Mgr Loss Mitigation of the said association and on its behalf, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of the association as Operations Mgr Loss Mitigation.

Witness my hand and seal, on this 12 day of Dec, 2011
Bobbie G. Fulghum [SEAL]
Notary Public

Printed Name: Bobbie G Fulghum

My commission expires on: October 01, 2014

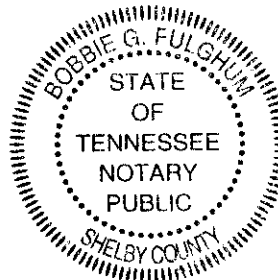


EXHIBIT A

NAME(S): JAMES MICHAEL SUDDUTH AND WIFE, SHARON DEE SUDUTH, AS TENANTS BY THE ENTIRETY WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

THE LAND LYING AND BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

LOT 134, CEDAR CREST ESTATES, FOURTH ADDITION, LOCATED IN SECTION 10 TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT OF RECORD IN PLAT BOOK 71, PAGE 39-40, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

INDEXING INSTRUCTIONS: LOT 134, CEDAR CREST ESTATES, FOURTH ADDITION, LOCATED IN SECTION 10 TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT OF RECORD IN PLAT BOOK 71, PAGE 39-40, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PREMISES CONVEYED TO JAMES MICHAEL SUDDUTH AND WIFE, SHARON DEE SUDUTH, AS TENANTS BY THE ENTIRETY WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON FROM WILLIAM BURTON SPIRES BY WARRANTY DEED DATED 4/24/2001, AND RECORDED ON 5/1/2001, AT BOOK 391, PAGE 407, IN DESOTO COUNTY, MS.